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offer of and contract for service includes within itself a guarantee of protection and immunity from injury while enjoying said services, when the service is to be performed by a carrier, innkeeper, or theatrical manager, certainly the extension of that doctrine to include hospitals, the very essence of whose service is protection to the weak, is a logical development of the same idea.

INDICTMENT AND INFORMATION—AMENDMENT—ALLEGATION AS TO TIME.—Where an indictment charged the commission of an offense at an impossible date, to-wit, a date subsequent to that on which the indictment was found, *held*, that the indictment is defective in substance and can not be amended by the court. *People v. Van Every* (N. Y., 1917), 118 N. E. 244.

Substantial parts of an indictment are always drawn and presented by a grand jury and, if defective, must be amended by the grand jury because the indictment in its substantial parts must be solely the work of a grand jury. *Ex parte Bain*, 121 U. S. 1; *Hawthorn v. State of Maryland*, 56 Md. 530; *Patrick v. People of State of Illinois*, 132 Ill. 529; *State v. Squire*, 10 N. H. 558. Formal parts of an indictment, such as a formal conclusion, like "against the peace and dignity of the state", are inserted by a court without the concurrence of a grand jury because these parts were not originally the work of a grand jury. *Cain v. The State*, 4 Blackf. (Ind.) 512; *Hite v. The State*, 9 Yerg. (Tenn.) 198. An allegation of the date at which the offense was committed is, as the instant case holds, emphatically a substantial part of the indictment. *Sanders v. The State*, 26 Tex. 120; *Dickson v. State of Florida*, 20 Fla. 800; *State v. Sexton*, 3 Hawks (N. Car.) 184. Because informations, unlike indictments, are not the work of a grand jury they may be amended, with the court's consent, by the public officer, or officer of the crown, by whom they are presented. *Rex v. Wilkes*, 4 Burr. 2527; *Daxanbeklar v. The People*, 93 Ill. A. 553; *Long v. People of State of Illinois*, 135 Ill. 435.

INSURANCE—ACCIDENT INSURANCE—DEATH BY SUBMARINE—EXTERNAL, VIOLENT AND ACCIDENTAL MEANS.—An accident policy excepted from liability loss under any circumstances from firearms or explosives. The holder of such a policy was a passenger on the steamer *Arabic* which was sunk off the coast of Ireland. *Held*, the torpedoing of the vessel was not the direct cause of the death of insured where the facts tended to show that death arose from drowning. *Woods v. Standard Acc. Ins. Co. of Detroit*, (Wis., 1918), 166 N. W. 20.

The insuring clause of the policy provided that it insured the holder against bodily injuries effected solely by external, violent and accidental means, with the further provision that no benefits would be paid for injuries from firearms or explosives. There is no doubt but that if drowning was the proximate cause of the death that it is within the terms of the policy. *De Van v. Commercial Travelers' Mut. Acc. Ass'n of America*, 157 N. Y. 690. The question involved in this case is clearly that of proximate cause. Had the deceased been standing on some part of the ship where he would